

IN UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

SHANE HAWLEY,

Plaintiff,

v.

NEIL A. BROOME; WORLD
WRESTLING ENTERTAINMENT,
INC.; EVENT SERVICES, INC.; NEP
BROADCASTING, LLC; NEP
BROADCASTING, LLC d/b/a NEP
SCREENWORKS and/or
SCREENWORKS NEP;
SCREENWORKS, LLC; and NEP
SUPERSHOOTERS, LP,

Defendants.

No.

COMPLAINT FOR DAMAGES

COMES NOW THE PLAINTIFF, Shane Hawley, and alleges as follows:

I. NATURE OF ACTION

1.1 This action is for personal injuries.

II. JURISDICTION

2.1 This Court has jurisdiction over this matter under 28 U.S.C. 1332, as the parties are citizens of different states and the amount in controversy exceeds \$75,000.

2.2 A substantial part of the events or omissions alleged herein occurred in the Western District of Washington, and the Defendants are subject to personal jurisdiction in that District. Accordingly, venue is proper in this Court.

III. PARTIES

3.1 Plaintiff Shane Hawley is an adult, residing in Seattle, Washington.

3.2 Defendant Neil A. Broome is an adult, believed to be residing in Vermont. Mr. Broome was working in the State of Washington when he caused injury to the Plaintiff, as set forth below.

3.3 Defendant NEP Broadcasting LLC is a foreign company, with its principal place of business in Pennsylvania. This Defendant does business as NEP Screenworks and/or Screenworks NEP. This Defendant, and its Screenworks division, has purposefully availed itself of the privilege of conducting business activity within the State of Washington. This Defendant, including its Screenworks Division, is referred to herein as NEP Broadcasting, LLC.

3.4 Defendant Screenworks LLC is a foreign company with its principal place of business in California. This Defendant has purposefully availed itself of the privilege of conducting business activity within the State of Washington.

3.5 Defendant NEP Supershooters LP is a foreign company with its principal place of business in Pennsylvania. This Defendant has purposefully availed itself of the privilege of conducting business activity within the State of Washington.

3.6 Defendant World Wrestling Entertainment, Inc., is a foreign corporation with its principal place of business in Connecticut. This Defendant has purposefully availed itself of the privilege of conducting business activity within the State of Washington.

1 3.7 Defendant Event Services, Inc., is a foreign corporation with its principal place of
2 business in Connecticut. This Defendant has purposefully availed itself of the privilege of
3 conducting business activity within the State of Washington.

4 IV. FACTUAL ALLEGATIONS

5 4.1 Plaintiff incorporates by reference and realleges all of the allegations set forth
6 above in Paragraphs 3.1 through 3.7.

7 4.2 On or about February 14, 2009, Defendant Worldwide Wrestling Entertainment,
8 Inc. (hereafter, "WWE") and its subsidiary, Defendant Event Services, Inc. (hereafter, "ESI"),
9 were preparing to present a wrestling event in Seattle, Washington, in Seattle Center's Key
10 Arena.

11 4.3 WWE and/or ESI contracted with various business entities to assist WWE and
12 ESI in preparing Key Arena to host this wrestling event, including without limitation Defendant
13 NEP Broadcasting LLC, Defendant Screenworks LLC and Defendant NEP Supershooters LP.

14 4.4 Preparation for the wrestling event required construction and/or erection of
15 various structures inside the Key Arena to support and/or hold various video, lighting and audio
16 equipment.

17 4.5 On February 14, 2009, Defendant WWE, Defendant ESI, Defendant NEP
18 Broadcasting LLC, Defendant Screenworks LLC and Defendant NEP Supershooters were
19 present at the worksite in Key Arena and engaged in the construction and/or erection of such
20 structures as described in the preceding paragraph.

21 4.6 WWE and ESI retained control to direct the manner in which the businesses that
22 they had contracted with would physically prepare Key Arena to host the wrestling event,
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1 including the right to direct the manner in which various structures as described above would be
2 constructed or erected.

3 4.7 Defendant Neil Broome was, on February 14, 2009, employed by and/or working
4 as an agent of Defendant NEP Broadcasting LLC and/or Defendant Screenworks LLC and/or
5 Defendant NEP Supershooters LP.

6 4.8 Plaintiff Shane Hawley was, on February 14, 2009, employed by the City of
7 Seattle to assist in preparing Key Arena to host the wrestling event.

8 4.9 At or near noon on February 14, 2009, Defendant Neil Broome was present at the
9 worksite inside Key Arena working at some height above the floor.

10 4.10 While so engaged in the course and scope of his duties, Defendant Broome
11 negligently caused a metal object to fall approximately 40 to 50 feet.

12 4.11 The metal object struck Plaintiff Shane Hawley, causing him serious personal
13 injury.

14 4.12 Defendants, and each of them, failed to exercise reasonable care to ensure that
15 they and/or their employees and/or agents, and/or the employees and/or agents of their
16 subcontractors, safely handled and/or placed and/or secured objects when working overhead, and
17 those failures were a proximate cause of Plaintiff's injuries or damages.

18 4.13 Defendant WWE, Defendant ESI, Defendant NEP Broadcasting LLC, Defendant
19 Screenworks LLC, and Defendant NEP Supershooters LP failed to provide a safe place to work
20 and/or to ensure that the Key Arena worksite was reasonably safe for workers.

21 4.14 Defendant WWE, Defendant ESI, Defendant NEP Broadcasting LLC, Defendant
22 Screenworks LLC, and Defendant NEP Supershooters LP failed to reasonably train and
23 supervise their employees and/or agents regarding workplace safety.

4.15 Defendant WWE and Defendant ESI failed to ensure that the businesses they contracted with to help prepare Key Arena for the wrestling event reasonably trained and supervised their employees and/or agents regarding workplace safety.

4.16 Defendants, and each of them, failed to comply with various safety regulations, rules and standards intended to protect workers at job sites, and those failures were a proximate cause of Plaintiff's injuries and damages.

4.17 Defendants WWE and ESI failed to ensure that their subcontractors working on the jobsite complied with various industrial safety regulations, rules and standards intended to protect workers, and those failures were a proximate cause of Plaintiff's injuries and damages.

4.18 As a direct and proximate result of the Defendants' acts and omissions described above, Plaintiff suffered personal injuries including physical and mental pain and suffering, costs of medical care, loss of income, loss of earning capacity and other damages, some of which are continuing.

V. CLAIMS

5.1 Plaintiff incorporates by reference and realleges all of the allegations set forth above in Paragraphs 4.1 through 4. 18.

5.2 Defendant WWE, Defendant ESI, Defendant NEP Broadcasting LLC, Defendant Screenworks LLC, and Defendant NEP Supershooters LP each had a duty to exercise reasonable care for the safety of persons at the Key Arena worksite, including duties to comply with, and to ensure that employees of their subcontractors complied with, applicable safety regulations, rules and standards; to provide a safe workplace for all workers present at the worksite; to train and supervise their employees, and to ensure that their subcontractors reasonably trained and

1 supervised their employees. These duties extended to the Plaintiff when he was present at the
2 worksite.

3 5.3 The Defendants identified in the preceding paragraph breached these duties and
4 were otherwise negligent, and that negligence was a proximate cause of Plaintiff's injuries.

5 5.4 Defendant Neil Broome had a duty to exercise reasonable care towards Plaintiff,
6 and breached that duty.

7 5.5 Defendant Neil Broome's negligence was a proximate cause of Plaintiff's
8 injuries.

9 5.6 The Defendant or Defendants that employed Defendant Neil Broome as of the
10 time of the events described above are liable under the principle of respondeat superior for Mr.
11 Broome's negligence.

12 5.7 The Defendant or Defendants for whom Defendant Neil Broome was acting as an
13 agent as of the time of the events described above are liable under the principle of respondeat
14 superior for Mr. Broome's negligence.

15 **VI. PRAYER FOR RELIEF**

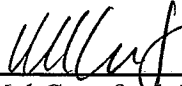
16 WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, as
17 follows:

18 6.1 For general and special damages in an amount to be proven at trial;

19 6.2 For costs, attorneys' fees, and for such other and further relief as the Court deems
20 just and equitable under the pleadings and proof.

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2 DATED this 15th day of November, 2011.

3 MacDONALD HOAGUE & BAYLESS

4 By 
5 Mel Crawford, WSBA #22930
6 Joseph Shaeffer, WSBA #33273
7 Attorneys for Plaintiff
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